

UNITED STATES DEPARTMENT OF JUSTICE
Federal Bureau of Investigation

Copy to:

Report of: FRANCIS J. O'BRIEN Office: New York, New York

Date: 2/21/62

Field Office File No.: 100-9086 Bureau File No.: 61-7352

① Title: ROBERT C. WOOD

NR

Character: SECURITY MATTER - C;
INTERNAL SECURITY - CUBA;
REGISTRATION ACT - CUBA

Synopsis: NY T-1 advised that balance in account of R. C. Wood Imported Cigars, Inc., with Manufacturers Hanover Trust Co., as of 12/29/61, was \$4,137.96. NY T-1 also stated that checks drawn on this account were for the payment of salaries and normal business expenses. LEONARD PICKARD, CPA, advised that during auditing of books of ROBERT C. WOOD he has never observed any funds coming to WOOD from the National Bank of Cuba or from Empresa Cubana de Exportaciones of Havana, Cuba. CHARLES ACHMANN, attorney, Miami, Florida, advised that Harris Advertising Agency has been successful in the initial phase of its suit against the Cuban Government as a favorable decision was handed down in Dade County Court relative to the seizure

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(Synopsis Cont'd)

of Cuban tobacco destined for R.C.W. Supervisor, Inc. ASHMANN stated that proceeds of the sale of the seized tobacco amounted to \$205,000.00 and satisfied the debts of the Cuban Government to Harris Advertising Agency. A news item appearing in the Miami-published Cuban paper "El Mundo" on 1/14/62, related that Empresa Cubana de Exportaciones was dissolved on 12/31/61 on the resolution passed by the Cuban Foreign Commerce Minister. STANLEY M. ZWAIK, attorney, 165 Broadway, NYC, advised his law firm represents Three Stars Trading Company, which is suing the Government of Cuba for breach contract. ZWAIK stated that papers have been filed in NY State Supreme Court to attempt to attach monies collected in the U.S. by ROBERT C. WOOD of R.C.W. Supervisor, Inc. Results of examination of ROBERT C. WOOD by Attorney EDWARD J. ENNIS and affidavit of Attorney ENNIS filed in NY State Supreme Court set forth. ADOLFO AURIEMA, Sr. advised on 2/8/62 that WOOD and his firms had to vacate premises on or before 5/31/62. AURIEMA stated that he believed WOOD was presently in Havana, Cuba, but was not absolutely positive. Attorney MONROE P. BLOCH, NYC, advised that there were no new developments in U.S. District Court to obtain an injunction against WOOD and his firms. NY T-3 advised on 2/8/62 that WOOD left his residence about a week or ten days previously and had not yet returned.

- P -

DETAILS:

- 2 -

FEDERAL BUREAU OF INVESTIGATION

Date 1/5/62

NY T-1 advised on January 3, 1962, that the balance in the account of R. C. Wood Imported Cigars, Incorporated, as of December 1, 1961, was \$7,482.32. The balance in the account as of December 29, 1961 was \$4,137.96.

NY T-1 advised that during the month of December, 1961, there were 22 deposits made to this account and the checks drawn on this account were for the payment of salaries of the employees and for the payment of legitimate business expenses.

NY T-1 also advised that this account reflected that R.C. Wood Imported Cigars, Incorporated, pays \$421.89 for rent and electricity to Ad Auriema Incorporated, 85 Broad Street, New York City.

NY T-1 advised that check number 10502 dated December 8, 1961, was paid to ARCHIBALD BROMSEN and this check was in the amount of \$10,000.00. The account also reflected that for the month of November, 1961, a check dated December 14, 1961, was sent to Pickard and Friedman for accounting fees for the month of November, 1961. NY T-1 stated that this check was endorsed for deposit by LEONARD PICKARD.

NY T-1 advised that the records from which the above information was taken are no longer available.

Information furnished by NY T-1 should not be made public except in the usual proceedings following the issuance of a subpoena duces tecum.

NY T-1 advised that in the event that any of the information from this account is desired a subpoena should be directed to RICHARD MC CARTHY, Vice President, Manufacturers Hanover Trust Company, New York City.

On 1/3/62 at Manufacturers Hanover Trust Co
60 Broadway, NYC File # NY 100-9086 -
by SA FRANCIS J. O'BRIEN:chj Date dictated 1/4/62

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Concerning ARCHIBALD BROMSEN, previously mentioned,
it is to be noted that BROMSEN is an Attorney and a partner in
the law firm of Bromsen and Gammernan, 450 Seventh Avenue,
New York, New York. The law firm of Bromsen and Gammernan
represented ROBERT C. WOOD in corresponding with the United
States Department of State and the United States Department
of Justice relative to WOOD's objection to file registration
under the provisions of the Foreign Agents Registration Act
of 1938, as amended.

FEDERAL BUREAU OF INVESTIGATION

Date 1/19/62

X *partner - firm*
LEONARD PICKARD, CPA, *Pickard and Fricke*,
55 West 42nd Street, New York City, advised on January 8,
1962, that he has been the accountant for R.C. Wood
Imported Cigars Incorporated and R. C. W. Supervisor,
Incorporated for approximately one year. PICKARD stated
that he had previously done accounting work for ROBERT
C. WOOD before WOOD went into partnership with ADOLFO
AURIEMA. PICKARD stated that when AURIEMA and WOOD formed
a partnership, AURIEMA supplied the finances, and hence,
sired his own accountant.

partner
Robert C
Wood
PICKARD advised that in doing the accounting
work for the two firms owned by ROBERT C. WOOD of 85
Broad Street, New York City, he has at no time observed
any funds coming to WOOD from Havana, Cuba, either from
the National Bank of Cuba or from Empresa Cubana de
Exportaciones.

PICKARD advised that in the beginning of 1961,
when ROBERT C. WOOD started his companies, the financing
was furnished by the Commerical Trading Company of New
York City. PICKARD stated that in approximately the middle

On 1/8/62 at 55 West 42nd Street, NYC File # 100-9086

by SA FRANCIS J. O'BRIEN/dbw Date dictated 1/9/62

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of 1961, the financing for WOOD began to come from ^X Banque Intra of Geneva, Switzerland. PICKARD advised that all financing for the operations of WOOD are now handled by Banque Intra.

PICKARD further stated that he had never seen any contract signed by ROBERT C. WOOD and the Cuban Government. PICKARD stated that the only information he had relative to this matter was what WOOD had told him. PICKARD stated that he, WOOD, was the sole importer of Cuban tobacco and tobacco leaf to the United States.

*Since mid-1961 exclusive agreement
financing to
Robert C. Wood, +
transmits letters of
credit to
EMPRESA CUBANA
de EXPORTACIONES
Havana, Cuba*

FEDERAL BUREAU OF INVESTIGATION

Date 1/16/62

NY T-2 advised on January 9, 1962, that ROBERT C. WOOD of RCW Supervisor, Incorporated, 85 Broad Street, New York City, continues to maintain an account at the Trade Bank and Trust Company, 8 West 48th Street, New York City. NY T-2 advised that the activity in this account reflects normal business operations and as of January 9, 1962, the balance in the account of RCW Supervisor, Incorporated, was \$3,011.00.

NY T-2 advised on January 9, 1962, that he has not seen any deposits in the RCW Supervisor account reflecting that money was received from the Cuban Government. NY T-2 advised that deposits in this account reflect that Banque Intra, S.A. of Geneva, Switzerland is acting as the factoring agent for the RCW Supervisor, Incorporated. NY T-2 advised that letters of credit are issued by Banque Intra to Empresa Cubana de Exportaciones against documents for delivery of tobacco and tobacco leaf to the United States.

NY T-2 advised that the records from which the above information was taken are no longer available.

NY T-2 stated that the foregoing information should not be made public except in the usual proceedings following the issuance of a subpoena duces tecum and that this subpoena should be issued to MAXWELL HAUSER, Vice-President, Trade Bank and Trust Company, New York City.

On 1/9/62 at 3 West 42th Street
New York City File # NY 100-9086
 by SA FRANCIS J. O'BRIEN:rec Date dictated 1/11/62

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Adolfo Auriema Sr. 9/10/1962

Mrs. AMELIE HUERTA, Secretary to ADOLFO AURIEMA, SR., of Ad Auriema, Inc., 65 Broad Street, New York City, advised on January 9, 1962, that Mr. Auriema, Sr., was currently on a South American business trip. Mrs. HUERTA stated that ADOLFO AURIEMA, SR., testified in Dade County Court in Miami, Florida, on December 29, 1961, relative to the hearing which was held in Miami concerning the seizure of a shipment of tobacco which was destined to ROBERT C. WOOD. Mrs. HUERTA stated that this shipment of Cuban tobacco was seized by court order by the Harris Advertising Agency of Miami, Florida, in partial payment for money owed Harris Advertising by the Cuban Government of Prime Minister CASTRO. *particular of Robert C. Wood*

Mrs. HUERTA advised on January 9, 1962, that she had a short conversation with Mr. AURIEMA before he went to South America, and during the conversation Mr. AURIEMA stated that it appeared that the Harris Advertising Agency would be successful in their seizure of the Cuban tobacco, which was destined for ROBERT C. WOOD. AURIEMA told Mrs. HUERTA that the tobacco seizure by the Harris Advertising Agency had already been sold at auction and brought a price of \$205,000.00.

Mr. CHARLES ASHMANN, partner in the law firm of Guilmartin, Bartel and Ashmann, 1527 Dupont Building, Miami, Florida, telephonically advised on January 30, 1962, that the Harris Advertising Agency of Miami, Florida, whom his firm represents, has been successful in the initial phase of their suit against the Cuban Government, as they received a favorable ruling in Dade County Court regarding the sale of tobaccos which were seized in Tampa, Florida. ASHMANN stated that the tobacco seized in Tampa, Florida, was designated to R. C. W. Supervisor, Inc., which was headed by ROBERT C. WOOD.

ASHMANN stated that the proceeds of the sale of the tobacco brought a total of \$205,000.00, which together with other seizures made by the Harris Advertising Agency has completely satisfied the debts incurred by the Cuban Government with the Harris Advertising Agency. ASHMANN further advised on January 30, 1962, that ROBERT C. WOOD had brought suit in Dade County District Court to prevent Harris Advertising Agency from receiving the proceeds realized from the sale of the seized tobacco designated to R. C. W. Supervisor, Inc.

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ASHMANN also stated on January 30, 1962, that he had heard that there was another suit being brought against ROBERT C. WOOD in New York State Supreme Court by the Three Stars Trading Company, which is represented by Attorney EDWARD J. ENNIS of New York City. ASHMANN stated that he did not know the details of this suit, but had been informed that allegedly the accounts of WOOD in various New York banks were to be garnished.

ASHMANN also stated on January 30, 1962, that the final phase of their case concerning WOOD would be decided in Dade County District Court on February 26 or February 28, 1962.

MONROE PERCY BLOCH, Attorney, Brush and Bloch, 27 William Street, New York City, by letter dated January 30, 1962, furnished a thermo-fax copy of an article which appeared in the Cuban newspaper, "El Mundo", which is published in Miami, Florida. This news clipping is dated Sunday, January 14, 1962 and is captioned "Minrex Creates 12 New Agencies".

This news article stated that by resolutions passed by the Foreign Commerce Minister, Comandante ALBERTO MORA, twelve commercial agencies were created to handle the functions formerly handled by Empresa Cubana de Exportaciones and Empresa de Importaciones (Cuban export agency and Cuban import agency). This news article stated that the Cuban export and Cuban import agencies were abolished on December 31, 1961.

The news article stated that one of the twelve new agencies created by Comandante ALBERTO MORA was Cubatabaco. This agency is to handle all operations relating to leaf tobacco and cut tobacco, cigars and cigarettes.

The records of the New York State Supreme Court, County Clerks Office, 60 Centre Street, New York City, reflects under index number 18825 of 1961 that the Three Stars Trading Company was represented by EDWARD J. ENNIS, Attorney, 165 Broadway, New York City.

The records of the New York State Supreme Court and the papers which have been filed by EDWARD J. ENNIS reflect that the Three Stars Trading Company is located in Miami, Florida,

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and is owned by BEN WILLNER of Florida and ANGELINA ARIZAS of New York.

In papers filed with the New York State Supreme Court, the Three Stars Trading Company stated that a written contract had been signed on June 25, 1960, with the Government of Cuba guaranteeing that two million pounds of frozen shrimp or a minimum of one million pounds of frozen shrimp would be shipped annually to the United States from Camaguey, Cuba. In papers filed with New York State Supreme Court the Three Stars Trading Corporation charged that the Republic of Cuba breached its contract by failure and refusal to make any shipment of shrimp under the contract. The defendant, Three Stars Trading Company, is suing the Republic of Cuba for breach of contract and damages in the amount of \$500,000.00. The complaint was filed in New York State Supreme Court on January 17, 1960. The summons was served by publication in the "New York Law Journal" and "Morning Telegraph".

STANLEY M. ZWAIK, Attorney, 165 Broadway, New York City, advised on February 5, 1962, that he is a partner with EDWARD J. EWNIS, who currently is out of town on business. ZWAIK stated that they had been retained to represent the Three Stars Trading Company in its suit against the Republic of Cuba for breach of contract relative to shipment of frozen shrimp to the United States.

ZWAIK stated they had made inquiries about money held in United States banks by the Republic of Cuba, but were unsuccessful and learned that the Republic of Cuba no longer maintains accounts in United States banks. ZWAIK stated that they have now decided to attempt to attach the monies collected by ROBERT C. WOOD of R. C. W. Supervisor, Inc., 85 Broad Street, New York City, who is the sole importer of Cuban tobacco in the United States. ZWAIK stated that they are going on the assumption that the tobacco, which WOOD is distributing in the United States is actually the property of the Cuban Government as WOOD receives a five per cent commission from the sale of all tobacco in the United States. ZWAIK advised that they believe that the money received by WOOD for the sale of Cuban tobacco belongs to the Cuban Government, and they hope to have a favorable decision handed down in this matter by the New York State Supreme Court.

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ZWAIN advised that pursuant to a court order of the Honorable SAMUEL H. HOFSTADTER, dated January 10, 1962, ROBERT C. WOOD was examined by EDWARD J. ENNIS. During the course of the examination, WOOD was represented by HENRY WINESTINE of the law firm of Rabinowitz and Boudin.

During the examination of ROBERT C. WOOD, it was ascertained that WOOD resides at 274 West 19th Street, New York City, and that his two corporations, R. C. W. Supervisor, Inc., and R. C. Wood Imported Cigars, Inc. are located at 85 Broad Street, New York City.

Warrants of Attachment were served on WOOD's corporations on December 29, 1961.

During the examination by Attorney ENNIS, WOOD stated that he started in the cigar business in 1950 under the name of Cigart Pinar del Rio Cigar Agency, Inc. In 1953 this corporation became known as AURLEMA-WOOD Imported Cigars, Inc., until it was dissolved on December 31, 1960. On January 1, 1961, WOOD's corporation then became known as R. C. Wood Imported Cigars, Inc.

Concerning the discussions with individuals in Havana, WOOD stated that he was interested in re-establishing the Cuban cigar market in the United States, as no Cuban cigars had been imported into the United States from Cuban from December, 1960, to May, 1961. WOOD held discussions in Havana regarding this matter with HECTOR VILLALON, an Argentinian, and with SANTIAGO RIERA, who was in charge of Consolidado del Tabaco Torido. During examination by ENNIS, WOOD stated that he did not know whether or not RIERA was part of the Cuban Government or whether or not Consolidado was part of the Cuban Government.

On February 22, 1961, after many discussions in Havana, WOOD signed a contract with the Bank of Foreign Commerce, and he stated that this contract was signed in the office of SANTIAGO RIERA, and that his office was the office of Consolidado del Tabaco Torido, which is located in a new building in Plaza Civica, Havana, Cuba. WOOD stated that he did not know whether this was a government building or not.

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During the examination of WOOD it was also pointed out that in paragraph six of WOOD's contract of February 22, 1961, R. C. Wood Imported Cigars, Inc. is called "Supervisor", and it is noted that orders for cigars from Cuba must be sent by the Supervisor to the Bank for Exterior Commerce of Cuba, and that necessary letters of credit would run in favor of "Empresa Cubana de Exportaciones".

WOOD also stated during his examination by ENNIS that he had been given power of attorney to settle disputes with other American importers for bad shipments and other legitimate claims against Cuban cigars factories. WOOD claimed that the cigar factories had this power in February, 1961, to delegate power of attorney to him, and he also stated that the tobacco factories in Cuba today function as they did in the past and are under a trusteeship. WOOD also claimed that the interventor or administrator of the tobacco factories has the power of attorney for the factories. WOOD said he did not know if the interventor was a government official or not. WOOD also claimed that he did not know who put the interventor in charge of the various tobacco factories which had been intervened by the Cuban Government.

WOOD also stated during his examination by ENNIS that he received his power of attorney from eight or nine factories and that this power of attorney was signed by the interventor of the particular tobacco factories. It was also noted that in a letter dated March 27, 1961, WOOD informed Mr. DONALD GREGG, President, Faber, Coe and Gregg, that he, WOOD, had been entrusted with power of attorney from "Consolidado de la Industria Tabaco Habana".

WOOD also advised that he had been entrusted to pay commissions to people in the United States for the sale of Cuban tobaccos which were due to them prior to the intervention of Cuban tobacco factories during September, 1960. WOOD stated that this authority was given to him orally by the various interventors, and that payment of commissions to individuals in the United States was made through the law firm of Rabinowitz and Boudin.

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In connection with the financing of WOOD's operation, he stated during his examination by ENNIS that he received financing originally from the Commercial Trading Corporation, 1440 Broadway, New York City, and the Royal Bank of Canada, Montreal Branch, Montreal, Canada. WOOD stated that due to the high interest rate, he was forced to seek other financing and made a trip to Geneva, Switzerland, where he met A. J. BESTAWROS of Emenco S. A., which is a corporation set up in Switzerland to handle the importation and sale of Cuban tobacco in Europe. WOOD stated that HECTOR VILLALON was a one quarter partner in Emenco. WOOD advised that through BESTAWROS, who was acquainted with the Banque Intra S. A., they were able to obtain financing. WOOD claimed that they did not have to put up any collateral with Banque Intra and letters of credit were initiated on the solvency and integrity of WOOD's firms and on the personal guarantee of WOOD and BESTAWROS, plus the guarantee of a contract between Emenco and R. C. W. Supervisor, Inc. WOOD stated that Emenco is now a fifty per cent partner in R. C. W. Supervisor, Inc.

ZWAIK stated that Mr. ENNIS was not satisfied with all the answers given by WOOD, and the examination of WOOD was terminated with the understanding that he may be re-examined at a future date agreeable to both parties.

STANLEY M. ZWAIK on February 5, 1962, furnished a copy of the affidavit of Mr. EDWARD J. ENNIS which was filed in New York State Supreme Court, New York County, on January 17, 1962. The affidavit of Mr. EDWARD J. ENNIS reads as follows:

"SUPREME COURT OF THE STATE OF NEW YORK
"COUNTY OF NEW YORK

-----x
"THREE STARS TRADING COMPANY

Plaintiff

: Index No. 18825-1961

vs.

"REPUBLIC OF CUBA

Defendant
-----x

AFFIDAVIT

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"STATE OF NEW YORK)
) SS:-
"COUNTY OF NEW YORK)

"EDWARD J. ENNIS, being duly sworn, deposes and says:-

"1. I am plaintiff's Attorney in this action and make this affidavit in support of an application for an order directing the service of the summons upon the defendant by publication pursuant to and in compliance with C.P.A.

232-a and 232-b.

"2. Nature of this action. - A copy of the summons here- in dated and issued November 3, 1961 and of the complaint verified January 16, 1962 in a cause of action to recover a sum of money only against the defendant is annexed hereto and marked Exhibits A. and B. This is an action upon a written contract between the plaintiff and the defendant to recover damages for defendant's failure and refusal to ship to plaintiff at least 1,000,000 pounds of frozen shrimp annually as required by the written contract.

"3. Defendant foreign corporation. - Defendant is a foreign state and the government thereof and as such a foreign public corporation constituted and existing under the laws of the Republic of Cuba. The affiant has ascertained by diligent inquiry that defendant, upon the termination of

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"diplomatic relations between the defendant and the Government of the United States on January 3, 1961 and prior to the commencement of this action, removed its diplomatic and consular officials and other representatives from the United States and closed its former Consulate at 625 Madison Avenue, New York, N. Y. After diligent effort by affiant in seeking and failing to find a representative of defendant to serve in New York plaintiff has been unable to find, and will be unable to find, any representative of the defendant in the State of New York upon whom the summons could be served since the commencement of this action.

"4. Levy of warrant of attachment. - On December 27, 1961 the Sheriff of the City of New York levied the attachment by serving certified copies of the second warrant of attachment in this action dated December 22, 1961 on R. C. Wood Imported Cigars, Inc. and R. C. W. Supervisor, Inc., New York corporations at their place of business, 85 Broad Street, New York, N.Y. On January 4, 1962 the said two corporations by their President R. C. Wood certified to the Sheriff that they had 'no property' of the defendant. But by order of this Court dated January 10, 1962 the said two corporations were ordered to appear to be examined by their

"President under oath concerning any property of the defendant in their possession or any 'debts owed by them to the defendant'.

"5. Debts of Defendant in New York. - The examination of the two corporations by R. C. Wood on January 16, 1962 discloses that at least one of the two corporations, R. C. W. Supervisor, Inc., is the debtor of the defendant for the price and proceeds of Cuban cigars exported by defendant from Cuba to the United States for sale here and the proceeds of which have not yet been paid to the defendant. On his examination Mr. Wood produced a copy of the contract dated February 22, 1961, amended September 25, 1961 which recites that the Minister of Foreign Commerce of Cuba created Empresa Cubana Exportaciones to carry out the contract with R.C.W. Supervisor, Inc. The Government of Cuba, by 'intervention' has taken over and nationalized the business of manufacture and exportation of cigars formerly conducted by private business concerns. The contract provides that R.C.W. Supervisor, Inc. is designated 'The Supervisor' of the distribution and sale of all brands of Havana cigars in the United States. The Supervisor will receive for its compensa-

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"tion 5% of the invoice value of cigars ordered directly by The Supervisor and a 2% commission on the invoice value of cigars not ordered through The Supervisor. The contract further provides that The Supervisor will open a letter of credit and will affect payment by draft dated 60 days. Mr. Wood testified that Banque Intra, a Swiss bank, provided a letter of credit under which it agrees to pay Expressa for cigars shipped 60 days after the date of the bills of lading. For this service R.C.W. Supervisor, Inc. gave Banque Intra trade acceptance payable in 55 days and deposited with Trade Bank and Trust Company, 8 West 48th Street, New York, N.Y. to be paid when due to Banque Intra's New York correspondent bank for Banque Intra's account. Mr. Wood testified that on December 29, 1961 when the second warrant of attachment was served on R.C.W. Supervisor, Inc. and at the present time there is unpaid for cigars shipped to it from Cuba over \$100,000 and that there are trade acceptances of R.C.W. Supervisor, Inc. in the possession of Trade Bank and Trust Company for this unpaid amount. Mr. Wood also testified that R.C.W. Supervisor, Inc. did not pay its trade acceptances when due on a shipment of cigars seized in Tampa, Florida by

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"a creditor of the Republic of Cuba and sold at auction as property of the Republic of Cuba because in the absence of cigars and the proceeds therefrom R.C.W. Supervisor, Inc. did not have the funds to honor these trade acceptances.

"6. Levy on debts and causes of action in New York. - C.P.A. 916, as amended and extended, expressly subjects to attachment any debt or cause of action arising out of contract due to defendant from any person or corporation upon whom service may be made in New York County and for which debt or cause of action the defendant could sue in New York. The statute expressly provides that the levy which has been made by the Sheriff on this case, constitutes a seizure of all of the rights of the defendant in the debts or causes of action due to the defendant. Admittedly, by the testimony of its President, R. C. Wood, R.C.W. Supervisor, Inc. has received shipments of cigars from the defendant for which the defendant has not yet been paid and for which over \$100,000 is due. R.C.W. Supervisor, Inc. cannot take the position as purchaser that it does not owe the seller for the cigars simply because it has secured the payments due by arranging for a Swiss Bank outside New York and not subject to attachment to issue a 60 day letter of credit for the purchase

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price to the defendant in exchange for R.C.W. Supervisor, Inc.'s agreement to provide the bank with 55 day trade acceptances due five days prior to the time the bank is required to honor its letter of credit to the defendant. The law of New York is clear that the issuance of the letter of credit does not affect the purchaser's contractual obligations to pay the seller, and a contract entirely separate from the buyer's obligation to pay the seller. The 'issuance of such letter of credit was obviously not a payment of (the buyer's) debt to (seller) but merely provided a means by which the latter could obtain payment * * *.' Bank of United States v. Seltzer 333 A.D. 225, 251 N.Y.S. 63, 644 (1st Dept); cf. Asbury Park and Ocean Grove Bank v. National City Bank 35 N.Y.S.2d 965 (Shientag, J.). If the bank fails to honor the letter of credit the buyer remains liable for the price of the goods received from the seller. Therefore a debt from R.C.W. Supervisor, Inc. to defendant in excess of \$100,000 presently exists and has been attached and seized by the levy. If R.C.W. Supervisor, Inc. wishes to contend that it does not owe Cuba for the cigars because of the outstanding letter of credit it has its remedy by application in the action or affidavit under C.P.A. §924 for a determination that there is not debt to Cuba subject to attachment.

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"Under the terms of the aforesaid written agreement of February 22, 1961 with Empresa, the governmental agency of the Republic of Cuba established by the Ministry of Foreign Commerce to handle Cuban exports (reported in the Official Gazette of the Republic of Cuba, p.8894, March 3, 1961), R.C.W. Supervisor, Inc. is appointed as 'The Supervisor' of the distribution and sale of all brands of Havana cigars in the United States for fixed commissions of 5% and 2% of invoice prices with a provision that the Supervisor cannot invoice the distributors at a higher price than that provided in the invoices from Empresa to R.C.W. Supervisor, Inc. Under the terms of this contract it may eventually be determined that R.C.W. Supervisor, Inc. is not a purchaser of the cigars, but merely the agent of the defendant Republic of Cuba so that the funds in its hands received from distributors are the property of the Republic of Cuba and not merely a debt owed by R.C.W. Supervisor, Inc. to the Republic of Cuba. It is not now necessary, however, to resolve this legal question because it is sufficient for purposes of attachment if there is a debt or cause of action due to Cuba from R.C. W. Supervisor, Inc.

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"7. No prior application has been made for this relief.

WHEREFORE, plaintiff prays that the order for service of the summons by publication issue.

" /s/ EDWARD J. ENNIS

"Sworn to before me this
17th day of January, 1962.

" /s/ "

NY T-1 on February 8, 1962, advised that a review of the account maintained by ROBERT C. WOOD at the Manufacturers Hanover Trust Company, 60 Broadway, New York City, failed to reflect any significant information during the month of January, 1962, and the first days of February, 1962.

NY T-1 advised that he had examined deposits made to this account, and the deposits fall into two categories:

1. Money received from factors;
2. Money received from cigar distributors for deliveries of cigars by ROBERT C. WOOD.

CARL GROSSMAN, Commercial Trading Corporation, 1440 Broadway, New York City, advised on February 8, 1962, that his association with R. C. W. Supervisor, Inc. and ROBERT C. WOOD

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continues as it has in the past. GROSSMANN stated that periodically they will advance money to WOOD against goods receivable. GROSSMANN stated that WOOD seeks an advancement from Commercial Trading in order to meet his normal business expenses to pay customs duties on cigars and also to maintain his stock.

LEONARD PICKARD, Certified Public Accountant, Pickard Friedman, 55 West 42nd Street, New York City, advised on February 8, 1962, that his relationship with Mr. ROBERT C. WOOD remains the same and he continues to do accounting work for WOOD and WOOD's corporations. PICKARD stated that he did not know what effect the recent United States Government decision regarding prohibiting the importation of Cuban cigars will do to his association with WOOD.

ADOLFO AURIEMA, SR., Ad Auriema, Inc., 85 Broad Street, New York City, on February 8, 1962, advised that he had testified in Miami, Florida, on December 29, 1961, relative to his association with WOOD. AURIEMA advised that the hearing in Miami was relative to the recent seizure of tobacco by the Harris Advertising Agency in order to settle an account which was owed Harris by the Cuban Government.

AURIEMA advised that on February 8, 1962, he wrote a letter to WOOD advising that WOOD would have to vacate premises which he now occupies at 85 Broad Street by May 31, 1962. AURIEMA stated that in original lease signed with WOOD, it was agreed that on May 31, 1962, WOOD would vacate the premises as these premises were rented by AURIEMA and AURIEMA needed them for expansion of his own business. AURIEMA stated that his letter of February 8, 1962, was answered on February 9, 1962, and it was stated that R. C. Wood Imported Cigars would move to another location by May 31, 1962.

AURIEMA advised that the letter from WOOD's office dated February 9, 1962, was written by CARLOS DUNN and in the letter it was stated that he was answering the letter in the absence from the City of Mr. WOOD. AURIEMA advised that he believed that WOOD was now in Havana, Cuba, but was not absolutely positive of it.

MONROE PERCY BLOCH, 27 William Street, New York City, who is representing former Cuban cigar manufacturers in the United States District Court relative to the seeking of an

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in action against WOOD and his firms, advised on February 8, 1962, that there has been no new developments in this matter, but he anticipated being in contact with United States Federal Judge FREDERICK VAN PELT BRYAN in the near future.

NY T-3 advised on February 8, 1962, that ROBERT C. WOOD left his residence at 274 West 19th Street about a week or ten days ago and has not returned as yet. NY T-3 stated that he had no knowledge of the present whereabouts of WOOD, nor did he have any knowledge of WOOD being in Havana, Cuba, at the present time.

Concerning Rabinowitz and Boudin, mentioned previously, the following is noted:

"Martindale-Hubbell Law Directory", 93rd edition, 1961, reflects that VICTOR RABINOWITZ and LEONARD B. BOUDIN are attorneys and formed the firm of Rabinowitz and Boudin, 25 Broad Street, New York City.

The "Daily Worker" on April 6, 1956, page 2, column 1, contained an item dated April 2, 1956 at Pittsburgh, Pennsylvania, which reflected that VICTOR RABINOWITZ was the attorney who successfully carried the case of STEVE NELSON to the Supreme Court of the United States. The article reflected that NELSON was convicted under the sedition law of the State of Pennsylvania and that the United States Supreme Court voided this and two other convictions on March 26, 1956.

The Communist Party (CP), USA, has been designated by the Attorney General of the United States pursuant to Executive Order 10450.

The "Daily Worker" was an East coast Communist daily newspaper which suspended publication January 13, 1958.

The December, 1958, issue of the "National Guild Lawyers", the official publication of the New York Chapter of the National Lawyers' Guild (NLG), listed the officers and national executive board members of the NLG. VICTOR RABINOWITZ was among those listed.

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The NIG is characterized in the Appendix of this report.

On February 13, 1959, NY T-4 advised that VICTOR RABINOWITZ was a member of the National Committee of the Emergency Civil Liberties Committee (ECLC).

The ECLC is characterized in the Appendix of this report.

NY T-5 advised on June 21, 1950, that LEONARD B. BOUDIN was a concealed member of the CP and actively associated with CP fronts during the 1940's.

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APPENDIX

EMERGENCY CIVIL LIBERTIES COMMITTEE

The "Guide to Subversive Organizations and Publications", revised and published as of January 2, 1957, prepared and released by the Committee on Un-American Activities, United States House of Representatives, Washington, D. C., contains the following concerning the Emergency Civil Liberties Committee:

"Emergency Civil Liberties Committee

- "1. 'To defend the cases of Communist lawbreakers, fronts have been devised making special appeals in behalf of civil liberties and reaching out far beyond the confines of the Communist Party itself. Among these organizations are the * * * Emergency Civil Liberties Committee. When the Communist Party itself is under fire these fronts offer a bulwark of protection.'
(Internal Security Subcommittee of the Senate Judiciary Committee, Handbook for Americans, S. Doc. 117, April 23, 1956, p. 91.)"

APPENDIX

NATIONAL LAWYERS' GUILD

The "Guide to Subversive Organizations and Publications," revised and published as of January 2, 1957, prepared and released by the Committee on Un-American Activities, United States House of Representatives, Washington, D.C., contains the following concerning the "National Lawyers' Guild":

"National Lawyers' Guild

- "1. Cited as a Communist front.
(Special Committee on Un-American Activities, House Report 1311 on the CIO Political Action Committee, March 29, 1944, p. 149.)
- "2. Cited as a Communist front which 'is the foremost legal bulwark of the Communist Party, its front organizations, and controlled unions' and which 'since its inception has never failed to rally to the legal defense of the Communist Party and individual members thereof, including known espionage agents.'
(Committee on Un-American Activities, House Report 3123 on the National Lawyers Guild, September 21, 1950, originally released September 17, 1950.)
- "3. 'To defend the cases of Communist lawbreakers, fronts have been devised making special appeals in behalf of civil liberties and reaching out far beyond the confines of the Communist Party itself. Among these organizations are the * * * National Lawyers' Guild. When the Communist Party itself is under fire these offer a bulwark of protection.'
(Internal Security Subcommittee of the Senate Judiciary Committee, Handbook for Americans, S. Doc. 117, April 23, 1956, p. 91.)"



In Reply, Please Refer to
File No.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

New York, New York
February 21, 1962

Re: Robert C. Wood
Security Matter - C;
Internal Security - Cuba;
Registration Act - Cuba

Reference is made to the report of Special Agent
Francis J. O'Brien, dated and captioned as above at New York.

All sources (except any listed below) used in referenced
communication have furnished reliable information in the past.

NY T-1 and NY T-2 are informants who are in a
position to furnish reliable information, and NY T-3 is an
informant with whom contact has been insufficient to determine
his reliability.

This document contains neither
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21 Feb. 62

19-125-3